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The insolvency of a sub-agent bank holding paper for collection terminates its agency and the proceeds of paper thereafter collected are held by it as a trust fund. *Manufacturers' Nat. Bk. v. Continental Bk.* (1889) 148 Mass. 553, 20 N. E. 193. But if the collection is made before insolvency, the bank is merely a debtor. *Terhune v. Bank of Bergen County* (1881) 34 N. J. Eq. 367. It is difficult to accede to the view of the court in the instant case for two reasons; first, it is contrary to the general rule that a bank holding paper for collection becomes a debtor after collection; second, assuming the bank to be a fiduciary, there is no *res* that can be the subject of the trust. Where the deposit to effect payment of paper presented for collection is made by charging the amount to the depositor at the bank, the assets of the bank are not increased. The liabilities are merely decreased and the depositor is not entitled to priority. *People v. Merchants etc. Bk.* (1879) 78 N. Y. 269. In the instant case no specific money or other *res* had been actually set apart as the subject matter of the trust. The bank had merely transferred an obligation from the depositor to the plaintiff. The rights of the plaintiff could be protected under the rule that an agent for collection is a guarantor of the solvency of its sub-agent for the purpose of collection. *Baldwin's Bank v. Smith* (1915) 215 N. Y. 76, 109 N. E. 138.

CONSTITUTIONAL LAW—PRIVILEGES AND IMMUNITIES—DOWER.—An Oregon statute limited the dower rights of a non-resident wife to lands of which her husband died seized. *Held*, that such restriction upon dower is constitutional. *Ferry v. Spokane, Portland & Seattle Ry.* (1922) 42 Sup. Ct. 358.

The right of dower in real property is determined by the laws of the state in which the property is situated. *Thomas v. Wood et al.* (C. C. A. 1909) 173 Fed. 585. While it remains inchoate, it is entirely under the legislative control. *Bennett v. Harms* (1881) 51 Wis. 251, 8 N. W. 454. The legislature may alter, diminish or entirely abolish it. See *Rumsey v. Sullivan* (1914) 166 App. Div. 246, 247, 150 N. Y. Supp. 287. The privileges and immunities protected by Art. 4, § 2 and the Fourteenth Amendment of the Federal Constitution are those pertaining to citizenship, both state and federal. *Maxwell v. Bugbee* (1919) 250 U. S. 525, 40 Sup. Ct. 2. The Fourteenth Amendment does not prohibit a reasonable classification of persons and things for the purpose of legislation. *Atchison, Topeka etc. R. R. v. Matthews* (1899) 174 U. S. 96, 19 Sup. Ct. 609. The statute in the instant case, which was passed for the security of titles and the protection of innocent purchasers against a non-resident wife whose very existence might well be unknown, is a reasonable classification under this amendment. Statutes substantially similar to the one in question have previously been sustained. See *Buffington v. Grosvenor* (1891) 46 Kan. 730, 27 Pac. 137; *Atkins v. Atkins* (1885) 18 Neb. 474, 25 N. W. 724.

CONTRACTS—CONSIDERATION—EFFECT OF INADEQUACY.—The plaintiff contracted to convey her interest in land worth several hundred dollars for \$100 to her husband's sister. In an action to set aside the contract on the ground of fraud, *held*, for the plaintiff. If the consideration is grossly inadequate, very little additional evidence of fraud is required to authorize a rescission. *Anderson v. Anderson* (Ky. 1922) 240 S. W. 1061.

It is a time-honored principle of the law of contracts that a court will not inquire into the adequacy of consideration, if a consideration is present. *Brooks v. Haigh* (1840) 10 A. & E. 309; see *Ga Nun v. Palmer* (1916) 216 N. Y. 603, 609, 111 N. E. 223. To this general rule, there are various exceptions which include cases where money is given in exchange for a promise to pay money, *Shepherd & Co. v. Rhodes* (1863) 7 R. I. 470, where land is conveyed by an heir expectant or